Received by NSD/FARA Registration Unit 05/01/2020 7:10:28 AM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant BGR Government Affairs, LLC		2. Registration Number 5430
3. Primary Address of Registrant 601 13th St. NW 11th Floor South Washington DC 20005		
4. Name of Foreign Principal Embassy of Kazakhstan USA	5. Address of Foreign Principal 1401 16th St. NW Washington DC 20036	
6. Country/Region Represented Kazakhstan		
7. Indicate whether the foreign principal is one of the following ☐ Government of a foreign country ☐ Foreign political party ☐ Foreign or domestic organization: If either, check or ☐ Partnership ☐ Corporation ☐ Association ☐ Individual-State nationality		
 8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Embassy of Kazakhstan USA b) Name and title of official with whom registrant engagement and Embassador Erzhan Kazyhanov 	gages	

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9.	If the for	eign principal is a foreign political party, state:	
	a)	Name and title of official with whom registrant engages $_{\mbox{\scriptsize N/A}}$	
	b)	Aim, mission or objective of foreign political party N/A	
0.		ign principal is not a foreign government or a foreign political party:	
	a)	State the nature of the business or activity of this foreign principal. N/A	
		Is this foreign principal: pervised by a foreign government, foreign political party, or other foreign principal	Yes □ No □
	Ov	rned by a foreign government, foreign political party, or other foreign principal	Yes □ No □
	Di	ected by a foreign government, foreign political party, or other foreign principal	Yes □ No □
	Co	ntrolled by a foreign government, foreign political party, or other foreign principal	Yes □ No □
	Fir	anced by a foreign government, foreign political party, or other foreign principal	Yes □ No □
	Sul	osidized in part by a foreign government, foreign political party, or other foreign principal	Yes □ No □
	Explain	fully all items answered "Yes" in Item 10(b).	
1.	N/A		

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	
April 29, 2020	Dan Murphy	/s/ Dan Murphy	eSigned
		-	
£	<u> </u>	<u> </u>	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration Number	
BGR	Government Affairs, LLC	5430	
3. Na	me of Foreign Principal		
Emb	assy of Kazakhstan USA		
	Check App	propriate Box:	
4. 🗵	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is	
5. 🗆	foreign principal has resulted from an exchange of corresp	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.	
6. 🗌	The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.		
7. Wl	hat is the date of the contract or agreement with the foreign	principal?	
8. De	scribe fully the nature and method of performance of the al	pove indicated agreement or understanding.	
Pr	ovide strategic public relations services in the	US.	

			to engage in on behalf of the above foreign principal. and assist with outreach to members of the media.
		he above foreign principal include	e political activities as defined in Section 1(o) of the Act ¹ .
Yes	⊠ No □		
together wi involving lo dissemination	th the means to be enablying, promotion, on of informational	mployed to achieve this purpose. of perception management, public rematerials.	The response must include, but not be limited to, activities relations, economic development, and preparation or adding outreach to members of the US media.
ADDIDC WI	en public letaele	nis services in the os, inclu	daring outleadin to members of the ob media.
	date of registration or this foreign princ		registrant engage in any registrable activities, such as political
Yes [□ No ⊠		
policies sou delivered sp names of sp promotion,	ight to be influenced beeches, lectures, so beakers, and subject	I and the means employed to achie cial media, internet postings, or m matter. The response must also in	uld include, among other things, the relations, interests, and eve this purpose. If the registrant arranged, sponsored, or nedia broadcasts, give details as to dates, places of delivery, include, but not be limited to, activities involving lobbying, development, and preparation and dissemination of
Set forth be	low a general descr	iption of the registrant's activities.	
N/A			
Set forth be	low in the required	detail the registrant's political acti	ivities.
Date N/A	Contact	Method	Purpose

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			gn principal, did the registrant receive from the ensation on, or for disbursement, or otherwise?
Yes	□ No ⊠		
If yes, set for	th below in the required detail	an account of such monies or things of va	alue.
Date Receive	ed From Whom	Purpose	Amount/Thing of Value
disburse any	money in furtherance of or in	r to the obligation to register ⁴ for this fore a connection with its activities on behalf o	
Yes	s □ No ⊠		
If yes, set for	orth below in the required deta	il and separately an account of such moni	es, including monies transmitted, if any.
Date N/A	To Whom	Purpose	Amount

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	
April 29, 2020	Dan Murphy	/s/ Dan Murphy	eSigned
	-		
	· ·		
	54 v 8		

Contract No. ____ For the Provision of Information, Research and Consultancy Services

Washington, DC

"1" May 2020

The Embassy of the Republic of Kazakhstan in the United States of America hereinafter referred to as «Customer», represented by Extraordinary and Plenipotentiary Ambassador of the Republic of Kazakhstan to the United States of America, Mr. Erzhan Kazykhanov, on the one hand, and the company «BGR Group», hereinafter referred to as «Supplier», represented by the President of BGR Public Relations, Mr. Jeffrey Birnbaum, on the other hand, collectively referred to as «Parties», have agreed as follows:

1. Subject of the Contract

1.1. According to the Contract, Supplier undertakes to provide information services to fulfill the needs of the Customer's requirement, and the Customer undertakes to accept and pay for these services.

1.2. Payment for the services provided is made in compliance with Clause 4 of the

Contract.

2. Rights and responsibilities of the Parties

2.1. The Supplier undertakes:

2.1.1. To provide services in accordance with the provisions of this Contract in terms of

quality and quantity;

2.1.2. To promptly notify the Customer in written and terminate the service delivery until the receipt of instructions in case of discovering any new facts, threatening the quality of services, or making it impossible to complete the services on time;

2.1.3. To appoint a representative responsible for dealing with all the issues related to the

fulfillment of the obligations according to the Contract;

2.1.4. The Supplier shall provide the Customer with a monthly progress report providing all information on the fulfillment of the work. The report must be provided by the Supplier by the last business day of each month during the entire period of service.

2.2. The Supplier has the right:

2.2.1. To receive from the Customer information and support, necessary for providing proper services in accordance with the Contract.

2.3. The Customer undertakes:

- 2.3.1. To provide the Supplier with all necessary information, support and cooperation which the Supplier may reasonably require in order to carry out its obligations in a timely and efficient manner;
- 2.3.2. To make available a coordinator to support the Supplier in matters relating to administration with the Customer;
- 2.3.3. To ensure that all information which is provided to the Supplier for the purposes of producing reports and narratives is accurate and reliable;
- 2.3.4. To approve the documents provided by the Supplier within 5 (five) working days after these documents were received, or send the comments, notes to the Supplier within the aforementioned timeframe:
- 2.3.5. To accept the services as per the terms of the Contract or refuse to accept the services in case they do not meet the requirements of the Customer;
- To pay for the services provided in the amount and within the timeframe stated in the Contract.

2.4. The Customer has the right:

- 2.4.1. To check the process and the quality of services accomplished by the Supplier against the description of the services at any reasonable time but without interrupting its activity;
- 2.4.2. To set a reasonable deadline (of not less than 10 working days) for addressing deficiencies if any are discovered by the Customer when accepting the services in accordance with the Contract.

3. Timeframe for providing the services

 The duration of the Contract is to December 31, 2020 from the date of signing the Contract.

4. Cost of services and payment conditions

- 4.1. Payments between the Parties have to be made in US dollars upon receiving Certificate of Acceptance signed by the Customer.
- 4.2 The total cost of services provided as per the Contract is \$160,000 (one hundred sixty thousand US dollars).
- 4.2.1 The first payment of 30% of the total cost of services specified in paragraph 4.2 of the Contract, which corresponds to \$48,000 (forty eight thousand US dollars) is to be made upon provision of the Supplier's invoice within 10 (ten) working days from the date of signing this Contract;

4.2.2 The second payment of 40% of the total cost of services specified in paragraph 4.2 of the Contract, which corresponds to \$64,000 (sixty four thousand US dollars) of the Contract, which corresponds to \$64,000 (sixty four thousand US dollars) shall be made upon provision of the Supplier's invoice and the intermediate Certificate of Acceptance of Delivered Services signed by the Parties no later than 16 July 2020.

4.2.3 The final payment of 30% of the total cost of services specified in paragraph 4.2 of the Contract, which corresponds to \$48,000 (forty eight thousand US dollars) the Contract, which corresponds to Supplier's invoice and the final Certificate of shall be made upon provision of the Supplier's invoice and the final Certificate of Acceptance of Delivered Services signed by the Parties no later than 27 December 2020.

5. Intellectual property

- 5.1 Subject to Clause 5.2 and upon payment of the fees in full by the Customer the Supplier assigns to the Customer the intellectual property rights and all other rights in materials developed by the Supplier in the course of or as a result of the services.
- 5.2 The Customer acknowledges that all intellectual property rights in any of the Supplier's materials in existence prior to the Supplier's provision of the services (Supplier Background Materials) shall be owned by and remain the property of and vest in the Supplier. Subject to payment of the total cost of services in full by the Customer, the Supplier grants the Customer a royalty free, non-transferable, worldwide, licence to use the Supplier Background Materials in connection with the deliverables supplied by the Supplier in its performance of the services.

6. Order of acceptance of the provided services

- 6.1 The Services as per the Contract are considered to be done in full after signing the Certificate of Acceptance of Delivered Services for each paragraph of the Service Delivery Plan. The Certificates have to be issued by the Supplier within 10 (ten) working days from the moment of providing the services.
- 6.2 Where the services provided do not correspond to the conditions of the Contract, the Customer has a right to refuse to accept the services and to sign the Certificate of Acceptance of Delivered Services by stating in writing the reasons for rejection, and to demand the Supplier to address the disclosed deficiencies by its means and by the deadline agreed by the Parties but not less than 10 (ten) working days. The Customer undertakes to inform the Supplier in writing of its objections related to the Certificate received from the Supplier, not later than 10 (ten) working days after the receipt. Otherwise the services are considered to be done in full, and the Certificate is issued by the Supplier unilaterally.

6.3 The date of signing the Certificate of Acceptance of Delivered Services by the Customer is the date of the submission of such an act for approval by the Customer, subject to the expiration of 10 working days from the date of the submission of the act and the absence of any written objections by the Customer.

6.4 The Supplier must provide the Customer with the quarterly Certificates of Acceptance of Delivered Services provided and the Final Certificate of Acceptance of Delivered Services not later than 25 December 2020. The Supplier must set out in detail in the Certificate of Acceptance of Delivered Services the fulfillment of its obligations as per the Contract.

7. Liabilities of the Parties

The Supplier's liabilities:

7.1.1 The Supplier is responsible for the fulfillment of its obligation as per the Agreement. The Supplier has no right to transfer its rights and obligations to any third parties and is responsible for their actions (inaction) as for its own.

7.1.2 The Supplier is not responsible for the timings of providing services where the Customer has not fulfilled its obligations as per the Contract in time (excluding

force-majeure situations).

7.1.3 Except for the force majeure circumstances, in case of improper implementation of the services or missing the deadlines, the Customer has a right to impose a penalty and thus to deduct 0,1% out of the total cost of services per each day of delay; such penalty should not exceed 10% of the cost of the Agreement. In case the terms of the Contract are not implemented or implemented improperly, the Supplier returns all the money paid by the Customer.

The Parties' liabilities:

7.2.1 In cases not listed in paragraph 7 of the Contract, the Parties are responsible for not fulfilling or improper fulfillment of their obligations as per the Contract, according to the current legislation of the United States.

8. Confidentiality

- In this Clause, «Confidential Information» means:
 - (i) All information of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans or affairs of a Party and its group or other Party to whom the Party owes a duty of confidence;

(ii) Any information designated as confidential; and

(iii) Any information which a Party ought to conclude was confidential, in each case in whatever form.

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8.2 Each Party shall keep confidential any Confidential Information received from or belonging to the other and not disclose it to anyone except on a need to know basis for internal use or use the Confidential Information except for the purposes of this Contract or with written agreement of the other. A Party shall return all Confidential Information received from or belonging to the other promptly following a written request.

8.3 Clause 8.1 shall not apply to any Confidential Information to the extent that

(i) Disclosure is required under law to or by any court or tribunal;

(ii) Which is or comes into the public domain other than through breach of this

(iii) is independently developed by the receiving Party. The provision of Clause 8 shall survive termination of the Contract for whatever reason.

9. Employees and contractors

- 9.1 Neither Party shall, from the date of this Contract until 10 (ten) months after its termination, employ or engage on any other basis or offer employment or engagement to any employee or Contractor of the other Party who shall have worked for that Party for a continuous period of three months or more during the preceding 10 (ten) months and who shall have been associated with the provision of Services.
- 9.2 Each Party agrees that if it employs or engages any person contrary to 9.1, the Party in default (recognizing that the other has suffered substantial damage) shall be liable to pay to the other (by way of liquidated damages) a sum equal to the current annual salary of the employee or Contractor concerned being a reasonable preestimate of the damage caused.

10. Force-Majeure

- 10.1 For the purposes of this Agreement «Force Majeure Event» shall mean any circumstance not within a Party's reasonable control including floods, earthquakes, hurricanes, other natural disaster, fires, explosions, accidents, wars, actions of state authorities and government, civil commotion, riots or other hostilities, epidemic or pandemic; terrorist acts, insurrections, revolutions, or transportation embargoes or interruptions, or failure of utility services.
 - The Party referring to force majeure shall provide the proof of the beginning of force majeure issued by a competent authority.
- 10.2 The Party (the Affected Party) which cannot fulfill its obligations due to the circumstances mentioned in the clause 10.1, shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended

10.3 The corresponding obligations of the other Party will be suspended, and the time for performance of such obligations extended, to the same extent as those of the Affected Party.

10.4 The Affected Party shall:

(a) As soon as reasonably practicable after the start of the Force Majeure Event but no later than 10 (ten) working days from its start, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 20 (twenty) working days, then the Party not affected by the Force Majeure Event may terminate this agreement by giving a written notice to the Affected Party 10 (ten)

working days before the date of termination.

In the case specified in Clause 10.4 (b), the Supplier is liable to return the advance payment received earlier to the Customer.

11. Terms of the Contract

11.1 The Contract comes into its force after it is signed by the Parties (depending which event starts first) and shall continue until full completion by the Parties of their obligations as per the Contract.

11.2 In addition to the right to terminate pursuant to Clause 10.4 (b), either Party may at any time terminate the Contract immediately on giving written notice to the other Party, if:

11.2.1 The other Party becomes bankrupt or insolvent;

11.2.2The other Party commits any material breach of its obligations under this Contract which cannot be remedied, or which can be remedied but is not remedied within 30 (thirty) days of the Party in breach receiving written notice to remedy it.

Termination of this Contract howsoever arising or caused shall not affect any rights or liabilities of either Party accrued up to the date of termination (including the obligation of the Customer to pay the Supplier for fees incurred or third Party costs irrevocably committed to by the Supplier in the performance of the Services) or any provisions of this Contract expressly or by implication surviving termination.

12. Dispute resolution

12.1 Should there be any dispute between the Parties concerning any matter arising from or in connection with this Contract, the Parties shall attempt to resolve the matter by negotiations.

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12.2 If the dispute remains unresolved 30 (thirty) working days after the dispute was first notified by one party to the other party in writing, then either party may pursue any other remedy it may have.

12.3 Nothing in this Clause 12 will be construed as preventing either party from applying for any injunctive or protective order of court or from following any other legal procedure to protect or maintain its position while the negotiations are progressing.

13. Other conditions

- 13.1 No one Party has a right to transfer its rights and obligations as per the Contract to the third parties without preliminary consent by the other Party.
- 13.2 This Contract sets out the entire agreement and understanding between the Parties. It supersedes any prior agreements and arrangements between the Parties in relation to its subject matter. It prevails over any other terms and conditions in correspondence or elsewhere. In entering into this agreement each Party acknowledges and agrees it has not relied on any representations made by the other (all of which are excluded).
- 13.3 No failure or delay by a Party in exercising its rights or remedies shall operate as a waiver of these or any other rights or remedies, unless such a waiver is made by specific written notice.
- 13.4 If any of these terms and conditions is found to be illegal, invalid or unenforceable in whole or in part under applicable law, such term or condition shall, insofar as it is severable from the remaining terms, be deemed omitted from this Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 13.5 Making changes and additions in the Contract can be done if agreed by both Parties and Supplementary Agreement is issued in writing and signed by authorised representatives of the Parties.
- 13.6 All notifications, correspondence, and documentation are considered to be delivered properly in case it was sent to the certain mailbox with confirmation of the receipt or delivered personally to the actual addresses of the Parties with a written receipt by authorised representatives of the Parties.
- 13.7 The Contract is made in 2 (two) duplicate originals in English and Russian and 3 (three) copies two for Customer and one for Supplier. All the copies have an equal legal force.
- 13.8 In case of controversial interpretation of the different versions, the English version will prevail.
- 13.9 The Parties confirm that the Contract is signed by the authorised persons.

14. Law and jurisdiction

The Contract shall be governed by and construed in accordance with the legislation of the United States of America and the Parties agree to submit it to the jurisdiction of the courts of the United States of America.

9

15. Addresses, bank details and signatures of the Parties

Customer

Supplier

The Embassy of Kazakhstan in the United States of America **BGR Group**

Address

1401, 16th Street, NW Washington, DC 20036, USA Address 601, 13th St. NW 11th Floor South Washington, DC 20005, USA

Banking details

Account № 9250595735 Citibank, N.A. ABA - 254070116 Banking details BGR Government Affairs, LLC

Signatures of the Parties

Erzhan Kazykhanov

Ambassador Extraordinary and Plenipotentiary Signatures of the Parties

Jeffrey Birnbaum President, BGR Public Relations